

BEFORE THE  
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF: )  
 )  
ALBERT D. CAIAFA )  
-VS- )  
COMMONWEALTH EDISON COMPANY )  
 ) No. 01 -0341  
Complaint as to unwarranted )  
billing; over and above my )  
electric bill and a deposit )  
request in Elk Grove Village, )  
Illinois. )

Chicago, Illinois  
May 22, 2001

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES:

FOLEY & LARDNER, by  
MS. CYNTHIA A. FONNER and  
MS. ELLEN WHEELER,  
    Appearing for the Commonwealth Edison;

MR. ALBERT D. CAIAFA,  
Appearing pro se.

ALSO PRESENT:  
MR. ROBERT JACOBS.

SULLIVAN REPORTING COMPANY, by  
Christine L. Kowalski, RPR, CSR

1 I N D E X  
2 Re - Re- By  
2 Witnesses: Direct Cross direct cross Examiner  
3 None.

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8 E X H I B I T S  
8 Number For Identification In Evidence  
9 None marked.

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1 JUDGE RILEY: Pursuant to the direction of the  
2 Illinois Commerce Commission, I now call Docket  
3 01-0341. This is a complaint by Albert D. Caiafa  
4 against Commonwealth Edison for unwanted billing  
5 over and above his electric bill and for a deposit  
6 request in Elk Grove Village, Illinois.

7 Counsel, beginning with you, could you  
8 enter an appearance for the record, please.

9 MS. FONNER: Certainly. Cynthia Fonner from  
10 Foley & Lardner, 70 West Madison Street, Suite 4100,  
11 Chicago, Illinois 60602 on behalf of Commonwealth  
12 Edison Company.

13 JUDGE RILEY: Thank you. And you are with ...

14 MS. WHEELER: Ellen Wheeler, also with Foley &  
15 Lardner.

16 JUDGE RILEY: Okay. And Robert Jacobs. Are  
17 you --

18 MR. JACOBS: For ComEd.

19 JUDGE RILEY: And you're with ComEd.

20 MR. JACOBS: Um-hmm.

21 JUDGE RILEY: And Mr. Caiafa, for the purposes of  
22 this prehearing conference right now, you're

1 appearing by yourself; but you do have counsel in  
2 this matter --

3 MR. CAIAFA: Yes --

4 JUDGE RILEY: -- is that correct?

5 MR. CAIAFA: -- I do.

6 JUDGE RILEY: Okay.

7 MS. FONNER: Counsel's name and other information  
8 such as address and phone number do not appear on  
9 the complaint. Do you happen to have that?

10 JUDGE RILEY: His name is -- is it Daniel  
11 Battaglia?

12 MR. CAIAFA: Don.

13 JUDGE RILEY: Don Battaglia.

14 MR. CAIAFA: Battaglia. His address -- I don't  
15 have it on me. I do have his phone number, area  
16 code (847) 234-5575.

17 MS. FONNER: Thank you.

18 MR. CAIAFA: Can I also get your card?

19 MS. FONNER: Certainly.

20 MR. CAIAFA: Thank you. Thank you very much.

21 MS. FONNER: You're welcome.

22 JUDGE RILEY: Mr. Caiafa, I'm going to begin with

1 you because you have filed a complaint against  
2 ComEd. And I'll tell you, quite frankly, I am --  
3 I've got a number of questions based upon what  
4 you've told me here. And it stems from the fact  
5 that under No. 1 it says, In October 2000 you  
6 started receiving bills from ComEd for various  
7 amounts which were separate from your regular  
8 electric -- monthly --

9 MR. CAIAFA: Yes.

10 JUDGE RILEY: -- monthly electric bill.

11 Do you have another meter at this  
12 residence?

13 MR. CAIAFA: No.

14 JUDGE RILEY: There's only one residence  
15 involved, right?

16 MR. CAIAFA: On the bill -- it was one bill, but  
17 it would read my meter reading with my electric  
18 consumption, and then below it, it would have  
19 another amount. And then it would give me a total  
20 and then -- a subtotal and then a complete total.

21 JUDGE RILEY: Is it possible that the second  
22 amount that was below the monthly reading, was that

1 a past due amount?

2 MR. CAIAFA: No, no. It's an amount they're  
3 saying I owe them. It stems from a court date that  
4 I had with ComEd on November --

5 JUDGE RILEY: Is that the one where -- on  
6 November 14th?

7 MR. CAIAFA: Yes, November 14th.

8 JUDGE RILEY: Right. Where you were --

9 MR. CAIAFA: And I'll show you exactly what the  
10 bills look like.

11 JUDGE RILEY: Where you were directed to pay  
12 \$661.21?

13 MR. CAIAFA: Which I did.

14 JUDGE RILEY: Okay. And yet you're still --  
15 subsequent to that, you were still receiving --

16 MR. CAIAFA: In about 30 different amounts.  
17 They're all different every month.

18 JUDGE RILEY: And that's over and above your  
19 regular monthly electric charge?

20 MR. CAIAFA: Over and above my electric service.  
21 And I pay my electric bill every month. But these  
22 bills are coming in at different amounts. I have

1 all my bills with me.

2 JUDGE RILEY: Let me see one of them.

3 MR. CAIAFA: Okay. Letters and calls are going  
4 unanswered. Here's one of the bills. Here's my  
5 electric consumption (indicating), there's the added  
6 bill (indicating). Every one of them are like that.

7 JUDGE RILEY: Yeah, it says, Charges from  
8 previous bill 2177 right there.

9 MR. CAIAFA: Yeah. And I have no idea where  
10 they're coming from.

11 JUDGE RILEY: You say that does not belong to  
12 you. It's not --

13 MR. CAIAFA: No.

14 JUDGE RILEY: You have no -- no --

15 MR. CAIAFA: No. In fact, I even paid them over  
16 and above what I owe them because my lawyer told me  
17 just to get rid of them because -- just to pay them.  
18 I paid them \$1500 because this woman that called me  
19 from the unmetered place in Oak Brook told me I owed  
20 that. And then after I paid it, she gave me another  
21 bill for 2200.

22 JUDGE RILEY: And it's just that you had upwards

1 of another thousand dollars in --

2 MR. CAIAFA: Oh, and they'd come --

3 JUDGE RILEY: -- it's called revenue protection.

4 MR. CAIAFA: -- at me for another --

5 JUDGE RILEY: Revenue protection service charge.

6 Revenue protection, do you --

7 MR. CAIAFA: Yeah.

8 JUDGE RILEY: -- have any idea what that is?

9 MR. CAIAFA: No. And when I call, they don't

10 give me an answer. And then I go through the

11 customer service, they give you a second answer.

12 Letters I wrote to them return receipt requested are

13 still unanswered six months later.

14 JUDGE RILEY: I'll make a note here.

15 MR. CAIAFA: And I have every bill for every

16 month that they sent it to me since last October,

17 and every one is different.

18 And on October 11th, I also received a

19 bill for a deposit amount. And on the -- on the

20 thing, you'll notice on -- well, I'll give you a

21 copy. I'll read it off to you.

22 JUDGE RILEY: And this is only one address; is



1   that correct?

2       MR. CAIAFA:   One address, one meter.

3       JUDGE RILEY:   That's -- one address, one meter,

4   and that's at 1450, what is that H-a-i- --

5       MR. CAIAFA:   1450 Haise Lane in Elk Grove.   It's

6   a residence.

7       JUDGE RILEY:   Right.

8       MR. CAIAFA:   It's not a townhome, it's a

9   single-family home.   Raised ranch, more or less .

10      JUDGE RILEY:   Okay.

11      MR. CAIAFA:   Okay.   Who would you like me to give

12   these copies to when I'm reading off everything?

13   And these are the proof of everything I read.

14      JUDGE RILEY:   Hang on to them for now.

15      MR. CAIAFA:   Okay.   Okay.

16      JUDGE RILEY:   Any idea why they requested that

17   deposit?

18      MR. CAIAFA:   I'll tell you what, I had a problem

19   with them.   I was brought to court in November.   And

20   I pleaded ignorance to the meter in my back yard

21   supposedly, per ComEd, saying that it was tampered

22   with.   I never admitted to it, nor did I ever touch

1   that meter.

2                   It was shown in court that I did not  
3   touch that meter. But because of my ignorance and  
4   because I'm supposed to be the overseer of that  
5   meter, according to the judge, it -- it was my fault  
6   that that meter was supposedly not metering  
7   correctly.

8                   So I was ordered by the Circuit Court  
9   of Cook County to pay \$661 to Commonwealth Edison,  
10   and that was all I was ordered to pay. And I paid  
11   it seven days later. I have the canceled check on  
12   me.

13                  I then started receiving bills again.

14       JUDGE RILEY: Okay. But the meter itself, it  
15   was -- it was malfunctioning somehow?

16       MR. CAIAFA: That's what they're claiming.

17       JUDGE RILEY: ComEd is claiming --

18       MR. CAIAFA: Yes.

19       JUDGE RILEY: And the Circuit Court agreed with  
20   them?

21       MR. CAIAFA: The Circuit Court agreed with them  
22   saying that the meter was not -- that I was

1 ignorant, that the meter was tampered with or not  
2 metering correctly. I did not admit any guilt, nor  
3 was I found guilty. I did receive my bond back.  
4 And all I was ordered -- I guess you would call  
5 it -- we both agreed I'd just pay the 661 to them  
6 and that would cover everything that they had done  
7 up to that date, and everything would be said and  
8 done.

9 JUDGE RILEY: And were there any changes,  
10 repairs, or alterations made to the meter after the  
11 court date?

12 MR. CAIAFA: No. But before the court date, I  
13 started receiving the bills. It was a month before  
14 the court date I started receiving the bills. On  
15 October 11th, I started receiving bills. The court  
16 date wasn't until November 14th.

17 They did put a metal shield on the  
18 meter with a hinge with a padlock on it so the only  
19 person that was able to retrieve any information or  
20 come close to the meter would have been an employee  
21 from ComEd.

22 JUDGE RILEY: Okay. Now, this shield that was

1 put on there, was this after the court date?

2 MR. CAIAFA: No, before. August 31st it was put  
3 on, when they changed the meter.

4 And, also, I'd like to point out that  
5 the man that came out there was in a plain car, he  
6 was in my back yard unauthorized.

7 JUDGE RILEY: Okay. All right. That's --

8 MR. CAIAFA: Okay. That's neither here nor there  
9 right now.

10 JUDGE RILEY: So you could not get to the meter  
11 under any circumstances after August 31st --

12 MR. CAIAFA: No circumstances.

13 JUDGE RILEY: -- because of this device that was  
14 put on there?

15 MR. CAIAFA: Yes, because of the device they put  
16 on there. And I was ordered in court for six months  
17 to stay away from that meter.

18 JUDGE RILEY: Okay. I'm trying to get the --

19 MR. CAIAFA: Okay.

20 JUDGE RILEY: -- sequence of events down is what  
21 I'm doing right now.

22 When did -- these bills that you're

1 complaining of, when did these begin?

2 MR. CAIAFA: October 11th of 2000.

3 JUDGE RILEY: Okay. So it was after they had put  
4 this covering device on the meter.

5 MR. CAIAFA: (Nodding.) It was approximately six  
6 weeks after they put the device on the meter that I  
7 started receiving bills.

8 JUDGE RILEY: And it was at the Circuit Court  
9 that they told you to stay away from the meter for  
10 six months?

11 MR. CAIAFA: Yes. And I did go back to court on  
12 May -- I think it was -- well, whenever it was. I  
13 completed my supervision successfully.

14 But in the meantime, I've had ComEd  
15 tamper with the meter. They've left the lock  
16 unlocked, which I made a police report out, which I  
17 do have the paperwork. And they also took the  
18 meter -- took the lock one month. The lock was  
19 missing completely. I called -- we have the  
20 extension numbers of everybody I talked to at  
21 ComEd -- and they did come out and replace the lock.  
22 But to me, that's harassment.

1 JUDGE RILEY: I don't understand. What -- you  
2 said that they came out and took the -- took the  
3 device off or took the --  
4 MR. CAIAFA: Somebody must have read the meter,  
5 sir. You know, when they --  
6 JUDGE RILEY: Okay.  
7 MR. CAIAFA: They unlocked it to read the meter,  
8 I think.  
9 JUDGE RILEY: All right.  
10 MR. CAIAFA: They forgot to lock it, okay? That  
11 could be construed as me tampering with the meter,  
12 and I --  
13 JUDGE RILEY: All right.  
14 MR. CAIAFA: Okay? And two months later, the  
15 lock was missing completely. Somebody took the  
16 lock, and it was right after I got my bill, which  
17 meant that they had just read the meter.  
18 JUDGE RILEY: Now, this is -- again, this is  
19 after the court date?  
20 MR. CAIAFA: Yes.  
21 JUDGE RILEY: Okay.  
22 MR. CAIAFA: I'll give you the date if you want

1 it right now, the exact date. November 25th, I  
2 reported to Sharon at extension 3324 that the lock  
3 was not secure.

4 I made police report No. 00-20381 with  
5 the Elk Grove Village Police Department. Officer  
6 Sullivan locked it.

7 I called ComEd back, talked to a girl  
8 named Sue at extension 2416, and she verified with  
9 me that they would come out on the 29th to verify  
10 that the lock was sealed. They never showed up.

11 JUDGE RILEY: All right. Now, the -- so the lock  
12 was never replaced on this device?

13 MR. CAIAFA: It was -- it was unlocked. The  
14 police officer locked it.

15 JUDGE RILEY: Okay.

16 MR. CAIAFA: But I wanted ComEd to verify that so  
17 I could stay in compliance with the Circuit Court of  
18 Cook County, but they never showed up.

19 JUDGE RILEY: All right. So from what I  
20 understand, you're saying that after this court  
21 date, ComEd came out to do meter reading --

22 MR. CAIAFA: Every month they did a reading.

1 JUDGE RILEY: -- and inadvertently or for  
2 whatever reason forgot to put the device back on --  
3 forgot to lock the device back on.  
4 MR. CAIAFA: Right.  
5 JUDGE RILEY: You had the police come out and  
6 take a look at it, and it was a police officer that  
7 put the lock back on.  
8 MR. CAIAFA: Yes. Yes.  
9 JUDGE RILEY: So the lock was still there.  
10 MR. CAIAFA: Yes. The lock was still there.  
11 JUDGE RILEY: Okay.  
12 MR. CAIAFA: Now, on February 13th at 8:30 a.m.,  
13 I noticed the lock was completely missing from the  
14 meter housing. I reported it to a woman named  
15 Deborah at extension 2023 at Commonwealth Edison. I  
16 came out the next day at 3:00 p.m. on the 14th of  
17 February, and I checked the meter, and the lock was  
18 now on there. A new lock was put on the meter  
19 housing. They did show up this time.  
20 JUDGE RILEY: And that was in February of 2001 --  
21 MR. CAIAFA: Yes. Yes, sir.  
22 JUDGE RILEY: -- that the lock was missing



1 completely?

2 MR. CAIAFA: Completely.

3 JUDGE RILEY: No idea who took it or how it

4 got --

5 MR. CAIAFA: No, no. No, but February 13th would

6 be -- my meter was approximately read on the third

7 or fourth week of the month.

8 JUDGE RILEY: Okay. What --

9 MR. CAIAFA: It depends on, you know -- so

10 obviously, I just noticed it on the 13th.

11 JUDGE RILEY: Okay. 2/13 was the day that you

12 noticed that the lock was missing.

13 MR. CAIAFA: Yes, at 8:30 a.m.

14 JUDGE RILEY: All right. And what -- say it

15 again. What did you do?

16 MR. CAIAFA: I called Deborah at extension 2023

17 at Commonwealth Edison. I was not happy about it,

18 but 3:00 p.m. the next day on February 14th, I

19 checked the meter a second time, and the lock was

20 back on. So somebody had to -- more or less had to

21 have come out from ComEd to put it on.

22 JUDGE RILEY: And yet during this whole time,

1 you're still getting these bills with the -- with  
2 these extra -- that have your regular monthly --

3 MR. CAIAFA: Regular monthly, which I pay  
4 immediately, and then the other added costs at the  
5 bottom.

6 JUDGE RILEY: Okay.

7 MR. CAIAFA: Every month. And they're all  
8 different, though. They're not the same, which kind  
9 of puzzles me.

10 So in -- in December of last year, I  
11 talked to a woman named D.C. Lowicky (phonetic).  
12 Her title at Commonwealth Edison is the unmetered  
13 current adjuster. I told her that I wasn't happy  
14 with all the bills I was receiving. I also sent a  
15 registered letter to her, which never went answered.  
16 She signed for it --

17 JUDGE RILEY: All right.

18 MR. CAIAFA: -- but never answered it. She said  
19 I owed them money. She told me to check with the  
20 Illinois Commerce Commission. I said, No, I believe  
21 you, what do I owe you? So she told me. She sent  
22 me a payment confirmation agreement. I payed that

1 payment of confirmation. It was \$1516.01. The  
2 check was marked paid in full.

3                   The next day, I received another bill  
4 for 393.32. And the month after that, I received a  
5 bill for 413. And the month after that, I received  
6 a bill for \$1500.

7       JUDGE RILEY: Now, are these, again, over and  
8 above your regular monthly --

9       MR. CAIAFA: Over and above the electric bill.

10      JUDGE RILEY: Okay.

11      MR. CAIAFA: They're all different, though.  
12 They're never the same. They're all different  
13 amounts.

14                   And when I call to complain -- and I  
15 have it all documented here -- they -- they can't  
16 answer the question. They can't answer why I owe  
17 them money.

18      JUDGE RILEY: But these aren't -- and these  
19 aren't separate meters? These aren't separate  
20 billings --

21      MR. CAIAFA: One meter.

22      JUDGE RILEY: Just one meter --

1       MR. CAIAFA: Yeah, it's got one -- and, in fact,  
2       sir, I have the bill which states the meter number  
3       on the bill.

4       JUDGE RILEY: All right. Can ComEd shed any  
5       light on this? What does it sound like?

6       MS. FONNER: It appears that the -- from a  
7       preliminary look, that the amounts over and above  
8       are based upon rebilled amounts as a result of the  
9       tampering that ComEd, pursuant to its authority  
10      under the Commission's Rules of Practice, went back  
11      and rebilled what had been the unbilled energy  
12      charges. And the 661 appeared to be for actually  
13      the work that was performed in-house and actually  
14      coming up with the -- the rebilling amounts and  
15      things of that nature.

16                   Is that accurate, Mr. Jacobs?

17      MR. JACOBS: Yes. And also Ms. Lowicky did send  
18      Mr. Caiafa a letter explaining what the charges were  
19      for. He filed two complaints, and one was responded  
20      to by a Dorothy Anderson, and one by a Joan  
21      MacInerney, and they explained the charges to him at  
22      that time, too.

1 JUDGE RILEY: So they are rebills that appear to  
2 be as a result of the tampering of the --  
3 MR. JACOBS: Yes. I --  
4 JUDGE RILEY: I don't know if that's an  
5 oversimplification.  
6 MR. JACOBS: I don't have the details of the  
7 billing, but the account was rebilled from 1997  
8 until 2000 for tampering charges.  
9 JUDGE RILEY: Okay. And Mr. Caiafa, you insist  
10 that you've never touched --  
11 MR. CAIAFA: No. Well, it was --  
12 JUDGE RILEY: -- the meter.  
13 MR. CAIAFA: -- found out in court that -- I  
14 mean, I have no evidence. In court, it was found  
15 that I never did touch the meter.  
16 JUDGE RILEY: Okay.  
17 MR. CAIAFA: But because I was ignorant to the  
18 fact that the thing was connected to my home and  
19 that it is my property, I was told by the judge I'm  
20 responsible for that.  
21 JUDGE RILEY: Okay.  
22 MR. CAIAFA: So when I spoke to D.C. Lowicky on

1 December 15th and December 18th, she sent me a  
2 payment agreement confirmation. And she said on  
3 there I owed her \$1516.01 or four payments of 393.32  
4 at a 1.5 percent interest. I paid the \$1516.01. I  
5 have the canceled check. I put on the check, Paid  
6 in full.

7                   They kept -- the next day I got another  
8 bill for 1496.59, the next day. Then on the 28th of  
9 December, I got a bill for 1496. When I called,  
10 they told me that that's what I still owed. And  
11 then when my wife did talk to that Joan MacInerney,  
12 she said D.C. Lowicky is no longer with ComEd, and  
13 that she explained it to me wrong and she calculated  
14 it wrong.

15                   And even though she calculated it wrong  
16 and put it in writing, it was -- it's just -- it's  
17 too bad. That's what she told my wife. It was too  
18 bad, you still have to pay, and she would not tell  
19 her how and why she came up with those figures.

20                   What bothers me is that -- I understand  
21 that they're trying to tell me I owe them money, but  
22 every month it's a different figure. What am I

1 supposed to believe?

2 JUDGE RILEY: One of the things I am going to  
3 need from ComEd is a detailed explanation of how  
4 these figures are arrived at, if that's possible.

5 MR. JACOBS: We certainly will do that. We'll  
6 get the original file on this.

7 JUDGE RILEY: Okay.

8 MR. CAIAFA: On March 27th, I received a bill for  
9 1251.34. On April 26th, it was 1268.91.

10 JUDGE RILEY: Again, this is over and above your  
11 regular monthly bill?

12 MR. CAIAFA: Over and above. I'm paying my --  
13 I'm paying my electric bill. And what bothers me is  
14 they want a deposit request. And the reason they  
15 gave, and I have the bill right here, is  
16 insufficient credit information.

17 I've been a ComEd customer for  
18 twenty-something years. How could they tell me now  
19 after twenty-something years they have insufficient  
20 credit information?

21 MR. JACOBS: When -- when tampering is discovered  
22 on an account, that's another situation in Part 280

1 that allows us to request a deposit on an account,  
2 so that's why the deposit was requested.

3 MR. CAIAFA: But -- I'll reiterate again. I was  
4 never found to be the guilty party that tampered  
5 with that meter that was connected to my home in the  
6 Circuit Court of Cook County.

7 JUDGE RILEY: Was that cite 280? Was that under  
8 the section of the Illinois Administrative Code?

9 MS. FONNER: Right. I don't remember the  
10 particular part.

11 MR. JACOBS: Correct.

12 JUDGE RILEY: Okay.

13 MS. FONNER: The tampering provision is under  
14 there as well as the rebilling amounts for  
15 tampering, et cetera.

16 JUDGE RILEY: Okay. And these rebilling amounts  
17 were the result of subsequent readings?

18 MR. JACOBS: Yeah. I don't -- I don't have the  
19 file with me. I don't know that, how the rebilling  
20 was calculated.

21 MR. CAIAFA: Well, I have a copy, and it was --

22 MR. JACOBS: No --



1 MR. CAIAFA: -- \$2200 for the first one.

2 MR. JACOBS: But you don't know how the billing  
3 was recalculated. That's what you're requesting,  
4 that's what the Examiner's requesting, and that's  
5 what we'll have to do. And we will respond to that  
6 and determine the methodology and explain the  
7 methodology that we used to bill the account.

8 MR. CAIAFA: And that's exactly what you did when  
9 I requested it. It's got the methodology on here,  
10 and it's per the ICC regulations. And I have it  
11 right here, the breakdown of the bill, what it  
12 should have been and what it was.

13 And even though I told them I installed  
14 all these new energy-efficient things on my home,  
15 including windows, that went unanswered.

16 And I have the breakdown from ComEd per  
17 the ICC, and I don't know how many times or how many  
18 chances ComEd's going to get to keep billing me.  
19 And both of them have different numbers on them.

20 MS. FONNER: Part of this was done on an  
21 installment basis, so there would be different  
22 numbers every month based upon the number of

1 installments and the bills that were -- that were  
2 placed on that particular month.

3 JUDGE RILEY: Is it possible that there are also  
4 penalty charges or late fees?

5 MS. FONNER: If installments were not paid,  
6 that's certainly a possibility.

7 MR. CAIAFA: But I was never put on an  
8 installment plan.

9 MR. JACOBS: That's not what my records reflect.  
10 My records reflect you were on an installment plan.

11 MR. CAIAFA: Well, I have the piece of paper that  
12 D.C. Lowicky sent me, and I sent her the check paid  
13 in full. Now why did ComEd cash the check if they  
14 felt that I was on a payment agreement -- or on an  
15 installment payment?

16 It says right in there, 1516.01, one  
17 check. I sent it paid in full. It was written on  
18 the memo and it was highlighted. ComEd cashed the  
19 check.

20 MR. JACOBS: We'll be happy to investigate that.  
21 You know, in fact, I'd be happy to talk with, you  
22 know, Mr. Caiafa --

1       MR. CAIAFA:  Yeah.

2       MR. JACOBS:  -- and, you know, see if we can  
3 reach an understanding.  You know, see if there's --

4       MR. CAIAFA:  Yeah, please.

5       MR. JACOBS:  -- maybe some common ground here.

6                   And I think perhaps that's what we  
7 could do here if we could have time to talk with  
8 him.  I don't have the file with me --

9       JUDGE RILEY:  Okay.

10      MR. JACOBS:  -- so it would be difficult.  I'm  
11 willing to go out and meet with him or he can come  
12 and meet with us or whatever, but I think we should  
13 have an understanding between he and I or between  
14 ComEd and him of, you know, what exactly transpired  
15 here.

16      JUDGE RILEY:  Okay.

17      MR. JACOBS:  And I think that would be best  
18 accomplished if I could sit down with him and do  
19 that.

20      JUDGE RILEY:  Okay.  Do you want to do it now, or  
21 do you want to do this at a later time?

22      MR. JACOBS:  I don't -- I don't have enough

1 information with me to --

2 JUDGE RILEY: Okay.

3 MR. JACOBS: -- do that today.

4 MS. FONNER: I think it would be helpful, too --

5 I know Mr. Caiafa has come with a number of

6 documents -- if we could get a copy of those

7 documents, just one, sent to either Mr. Jacobs or

8 myself, and we'll get a copy of the internal ones so

9 that we're all working off the same documents.

10 MR. CAIAFA: Now, you understand every time I

11 come down here, I'm losing \$250 a day from my job,

12 so that's adding on to the bill that I owe you

13 supposedly.

14 JUDGE RILEY: That's -- well, that's another

15 thing that I want to avoid, a repeat of trips down

16 here. That's why I wondered if this is a matter

17 that can be resolved out of hearing.

18 MR. JACOBS: Sure.

19 JUDGE RILEY: I certainly encourage the attempt.

20 MR. JACOBS: Right.

21 JUDGE RILEY: If we do have to come back, I'd

22 like to come back just for one session, and that

1 would be for a hearing. So it's settle or hearing  
2 as far as I'm concerned.

3 But these repeated, you know, statuses  
4 aren't going to -- I don't find them necessary.  
5 Unless we can do them by telephone.

6 MR. CAIAFA: Can I say something --

7 JUDGE RILEY: Go ahead.

8 MR. CAIAFA: -- in conclusion? I've paid a total  
9 of 20- -- I think it comes out to \$2200 since this  
10 incident to ComEd over and above my electric bill  
11 per month. My -- I work two jobs. I have three  
12 children, one with asthma. I was also threatened to  
13 have my power turned off. I have the paper with me.  
14 I would like to -- I think I've bent over backwards.

15 20- -- almost \$2300 paid to ComEd, I  
16 think, is over and above what I was supposed to pay.  
17 And I was willing to just let it go and let's just  
18 forget about it, but obviously I think there's --  
19 one hand don't know what the other one is doing.

20 And I think I'm not getting the full  
21 description. ComEd is not getting my questions  
22 because obviously the letters I'm sending them are

1 going unanswered. And the phone calls, when I call,  
2 they can't answer. Customer service can't answer  
3 those questions.

4 MR. JACOBS: I mean, I'm --

5 JUDGE RILEY: That's what I think that we're  
6 getting to here --

7 MR. CAIAFA: Right.

8 JUDGE RILEY: -- is that what Mr. Jacobs is --

9 MR. CAIAFA: Right, yes.

10 JUDGE RILEY: -- going to do is dig into this and  
11 get the answers --

12 MR. CAIAFA: Exactly.

13 JUDGE RILEY: -- and get you a full explanation  
14 of exactly what has been going on and why you're  
15 getting these extra bills each month.

16 One other thing I wanted to bring up  
17 though is your attorney. Do you know if your  
18 attorney is going to be stepping in now?

19 MR. CAIAFA: If -- if we cannot resolve this  
20 today, yes, he is because he feels that this is --  
21 this is very unwarranted.

22 JUDGE RILEY: Okay. Because then he'll be

1 contacting -- in other words, it's going to be  
2 attorney to attorney.

3 MS. FONNER: Right. I want to make sure that in  
4 terms of communications then that Mr. Battaglia is  
5 there or that it's with your express consent that  
6 your attorney's not present so we don't have any --  
7 any issues with respect to --

8 JUDGE RILEY: In other words --

9 MS. FONNER: -- future communications.

10 JUDGE RILEY: -- he -- he'll know this, but he's  
11 going to have to file an appearance now --

12 MR. CAIAFA: Right.

13 JUDGE RILEY: -- if he's going to step in and do  
14 the representation.

15 MR. CAIAFA: Well, if we cannot resolve this  
16 today.

17 JUDGE RILEY: Right.

18 MR. CAIAFA: I mean, I'd like to resolve it  
19 today.

20 MR. JACOBS: Well, I have to be honest with you.  
21 We cannot resolve it today because I don't have the  
22 information with me.

1 JUDGE RILEY: He's going to have to go back and  
2 check the records.

3 MR. JACOBS: But I will commit with, you know,  
4 meeting with you one-to-one, whether I have to come  
5 out and see you or you come down to see me or we do  
6 it on the phone or whatever. But we will certainly  
7 come to an understanding. Even if we agree to  
8 disagree, we will certainly come to an  
9 understanding --

10 MR. CAIAFA: Okay.

11 MR. JACOBS: -- of what -- where we're at with  
12 this thing, okay? I'll pledge that to you, so ...

13 MR. CAIAFA: I would appreciate that --

14 MR. JACOBS: Sure.

15 MR. CAIAFA: -- because so far -- I mean, the  
16 reason why I'm here is everything is falling on deaf  
17 ears, and I'm against the wall. I don't know who to  
18 turn to, you know. And I cannot wake up one day  
19 with my power off. God forbid if my power's off.  
20 My daughter can't use her nebulizer, then I'm  
21 screwed.

22 MR. JACOBS: Okay. There's a stop on your



1 account as of this morning, but, you know, I will  
2 commit to you to sit down, and we'll certainly try  
3 to work this out.

4 MR. CAIAFA: Thank you. Thank you very much.

5 JUDGE RILEY: Okay. One of the last things I  
6 wanted to deal with then is a -- is another date.  
7 And I want to give the parties plenty of time and  
8 plenty of leeway to go over the records, get  
9 together, conduct whatever discussions they have to.

10 But if we do have to meet again, it  
11 will be for a hearing, and I want to have a date set  
12 firm and certain that we can get back to.

13 MR. CAIAFA: Just so I know, if Mr. Battaglia  
14 cannot make that hearing, would I be -- would you  
15 give me a phone number to call so I could -- we  
16 could all agree on a different hearing?

17 JUDGE RILEY: Oh, absolutely. Call me.

18 MR. CAIAFA: Okay.

19 JUDGE RILEY: Okay. I'm at (312) 814-4274. And  
20 he has the number because he called me at it.

21 MR. CAIAFA: Okay. And your name, sir? I'm  
22 sorry.

1 JUDGE RILEY: John Riley.

2 MR. CAIAFA: John Riley.

3 MS. FONNER: And Examiner Riley, are you looking  
4 for a hearing date or a date for a telephone status?

5 JUDGE RILEY: I'd rather set a firm date for  
6 hearing now. And if we have to have a telephone  
7 status, we can -- well, we need a court reporter, so  
8 it would have to be something that would -- let's  
9 set a status date first. I'm glad you brought that  
10 up.

11 MS. FONNER: Okay.

12 JUDGE RILEY: We are at May what, 22?

13 MS. FONNER: Yes.

14 JUDGE RILEY: Can we get a lot of business  
15 accomplished in two weeks, or are we going to need  
16 more time or --

17 MS. FONNER: We're going to need more time.

18 JUDGE RILEY: More time than that?

19 MS. FONNER: We're in the midst of our rate case  
20 filing --

21 JUDGE RILEY: Okay.

22 MS. FONNER: -- which has me somewhat distracted.

1 JUDGE RILEY: Well, what's good, the end of June,  
2 beginning of July?

3 MR. CAIAFA: I'm on vacation end of June,  
4 beginning of July.

5 JUDGE RILEY: Okay.

6 MR. CAIAFA: And I paid for this cabin two years  
7 ago. I'm not going to blow this.

8 JUDGE RILEY: All right.

9 MS. FONNER: Would -- what about the third week  
10 in June, the 19th -- that's the 18th through the  
11 22nd.

12 JUDGE RILEY: The week of the 18th?

13 MS. FONNER: That week?

14 MR. CAIAFA: Yeah. I'll talk with the attorney.

15 Now, this is going to be a date for a  
16 hearing if we don't --

17 MR. JACOBS: I'm gone that week.

18 MS. FONNER: Oh, you are?

19 JUDGE RILEY: No, no. As a matter of --

20 MS. FONNER: Okay.

21 JUDGE RILEY: I'm sorry?

22 MS. FONNER: We can't do that.

1       MR. JACOBS: I'm gone the week of the 18th,  
2 so ...

3       JUDGE RILEY: All right. And the week of the  
4 25th and the first week --

5       MR. CAIAFA: I'm gone till the middle of July.

6       JUDGE RILEY: -- of July?

7                   Until the middle of July?

8       MR. CAIAFA: Well, I got the playoffs for my  
9 daughter's team.

10      JUDGE RILEY: Okay.

11      MR. CAIAFA: I manage a softball team for my  
12 daughter.

13      JUDGE RILEY: And it's not going to get us  
14 anywhere to do it any earlier than that.

15      MS. FONNER: I really don't think so. I think  
16 there's a large number of documents to go through  
17 and people to talk with.

18      JUDGE RILEY: All right. One of the things that  
19 I'm thinking is if your attorney is going to step  
20 in, then he could make himself available for a  
21 status session down here if he had to and come over.

22      MR. CAIAFA: Okay. And I won't have to be with

1 him?

2 JUDGE RILEY: No. As long as you're represented  
3 and as long as he has your information, it's not  
4 mandatory that you're here.

5 MR. CAIAFA: He has everything.

6 JUDGE RILEY: That's the purpose of having an  
7 attorney.

8 MR. CAIAFA: Okay.

9 JUDGE RILEY: Well, we're into the second week of  
10 July, and it's July -- that's the week of July 9th,  
11 as it stands right now.

12 MS. FONNER: Well, if we could do that before  
13 with the attorney, have a status hearing at the end  
14 of June or beginning of July.

15 JUDGE RILEY: That's right, too. That's right,  
16 too, that if Mr. Caiafa does not have to be here --

17 MS. FONNER: Right.

18 JUDGE RILEY: -- then we can work the -- the week  
19 of June 25 or July 2.

20 Actually, the week of July 2 is a  
21 terrible week, too.

22 MS. FONNER: Is it? Oh.

1 JUDGE RILEY: It's a holiday week.

2 MS. FONNER: Right, that's true.

3 JUDGE RILEY: Right smack in the middle.

4 MS. FONNER: Maybe in that week -- in that week

5 before.

6 JUDGE RILEY: What about June 28?

7 MS. FONNER: That sounds good with me.

8 JUDGE RILEY: June 28.

9 MS. FONNER: Ellen?

10 MS. WHEELER: Sure.

11 MS. FONNER: Okay.

12 JUDGE RILEY: I've got a status up at 10:00, but

13 I can make it at 11:00.

14 MR. CAIAFA: Now, my attorney could represent me

15 that day, right?

16 JUDGE RILEY: Absolutely.

17 MR. CAIAFA: Okay. And that's called a status

18 hearing?

19 JUDGE RILEY: That's a status, right.

20 MR. CAIAFA: And he'll know what you're talking

21 about?

22 JUDGE RILEY: Exactly.

1 MR. CAIAFA: Because I don't.

2 JUDGE RILEY: Well, it's going to be largely --

3 MR. CAIAFA: What we're doing here?

4 JUDGE RILEY: Exactly. And we're going to just

5 reconvene and say, all right, what have the parties

6 discussed, what is their understanding of the

7 situation? And then we'll decide at that point are

8 we going to go to hearing or can the matter be

9 resolved?

10 MR. CAIAFA: Okay. Now, but before June 28th, I

11 will be in conference with you --

12 MR. JACOBS: Yes.

13 MR. CAIAFA: -- from time to time?

14 MR. JACOBS: Right.

15 JUDGE RILEY: Right.

16 MR. CAIAFA: Now, should I expect a call from

17 you?

18 MR. JACOBS: Yeah, I'll give you my card.

19 MR. CAIAFA: Okay.

20 MR. JACOBS: And I'll get, you know, your phone

21 number and stuff so we can stay in touch.

22 MS. FONNER: And if in the interim you could

1 provide the documents, again, either to Mr. Jacobs  
2 or myself.

3 MR. CAIAFA: If you're in possession of photostat  
4 machine, which, obviously, you can't carry one with  
5 you --

6 MS. FONNER: Right.

7 MR. CAIAFA: -- I'll give you the documents right  
8 now and you can photostat them.

9 MS. FONNER: That would be wonderful. And then  
10 we'll just --

11 MR. CAIAFA: And I'll need them back --

12 MS. FONNER: -- mail those back to you.

13 MR. CAIAFA: -- before I leave.

14 MS. FONNER: Absolutely.

15 MR. CAIAFA: Okay.

16 MS. FONNER: Oh, before you leave?

17 MR. CAIAFA: Yeah. This is only -- this is my  
18 second copy, and the other copy is by the lawyer.  
19 And if I lose these, then I'm --

20 MS. FONNER: Perhaps your attorney could send it  
21 to us.

22 MR. CAIAFA: Okay. Because he's got the copies



1 of everything.

2 JUDGE RILEY: Just have him file the appearance  
3 and send the copies. That's fine.

4 MR. CAIAFA: Okay.

5 JUDGE RILEY: All right, then. I will leave it  
6 at this. I'll let the parties conduct their  
7 discussions, and hopefully they'll be fruitful. But  
8 under any circumstances, we will reconvene at  
9 11:00 a.m. on June 28 for another status. And at  
10 that time, we'll determine what the situation is  
11 with this complaint.

12 And, Mr. Caiafa, again, your attorney  
13 will be standing in for you.

14 MR. CAIAFA: Okay. But now in the meantime, if  
15 we do agree to agree before then, then everything is  
16 said and done?

17 MR. JACOBS: We'll let them know --

18 JUDGE RILEY: Right, right.

19 MR. JACOBS: -- and we'll send him agreement  
20 papers, and then he'll dismiss the case.

21 MR. CAIAFA: Sounds good. Sounds good.

22 JUDGE RILEY: We'll work it like that, okay?

1 Then we are continued until June 28.

2 Thank you very much.

3 MR. CAIAFA: Thank you.

4 (Whereupon, further proceedings  
5 in the above-entitled matter were  
6 continued to June 28, 2001, at  
7 11:00 a.m.)

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